

ANSWERING BRIEF TO DEFENDANT'S MOTION
FOR PARTIAL SUMMARY JUDGMENT
EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

STEVEN G. MILLETT, MELODY J. MILLETT,)	
On Behalf of Themselves and All Others)	
Similarly Situated,)	
Plaintiffs,)	
)	Case No. 05-599-SLR
v.)	
)	
TRUELINK, INC.,)	
A Trans Union Company,)	
)	
Defendant.)	

**AFFIDAVIT OF MELODY MILLETT IN SUPPORT OF
PLAINTIFFS' ANSWERING BRIEF IN OPPOSITION TO DEFENDANT TRUELINK,
INC.'S MOTION FOR PARTIAL SUMMARY JUDGMENT**

I am over 18 years of age and I have personal knowledge of the statements made herein.

1. As a result of information we discovered during litigation, I know that my family and an identity thief obtained homeowners insurance from the same insurance company.
2. I discussed this with my insurance agent. She was surprised to see that the insurance company had two insureds recorded with the same Social Security number. One of the accounts was our homeowners' policy. The other policyholder was a known identity thief.
3. After those credit accounts of the identity thief we discovered to date were closed, after our bank no longer associated banking accounts with Abundio Cuautle Perez, and after our automobile financing company no longer associated the identity thief's accounts with our Social Security number, our homeowners policy premium amount was reduced by \$400 per year because our credit score had improved significantly. Our agent indicated she had been unaware of these issues.

4. When we purchased the credit monitoring products of Defendant, we were interested in obtaining 3 in 1 reports. We also knew that TransUnion maintained files being reported with my husband's Social Security number which were not ours. We believed that credit monitoring would alert us if anyone else began to use my husband's Social Security number. We believed that credit monitoring would alert us if the credit records at TransUnion reflected that accounts which had our personal identification information were being opened by others. Although we knew that TransUnion told our attorney that we could not access the accounts or credit file of Abundio Perez, we believed that if Abundio Perez opened additional accounts, we would be notified.
5. After we purchased a credit monitoring product by accessing TransUnion's web site, we became more concerned. Our new lawyers concluded, after months of research and consultations with us, that the actions of the companies selling the credit monitoring products had violated the consumer statutes of several states.
6. My husband and I filed these lawsuits for several reasons. One of the main reasons we filed these lawsuits was to help others learn what we learned.
7. After we filed the lawsuits about the credit monitoring product, we continued to buy the products because the access to the credit reports was the best available access to information about our credit. We knew it was not perfect but we needed as much information as we could get.
8. After the lawsuits were filed, we received some notifications to access our records but the screen was blank.
9. After the lawsuits were filed, we received some notifications to access our records because there had been a change, we were told, in the credit record. On several

occasions, no changes had been made to the records displayed to us. My attorney talked to the attorney for Trans Union about this and we were told that the error was a computer problem. After my attorney reported it to a defense attorney named Amanda from Texas, it happened again.

10. We discovered during the litigation that the credit monitoring product had not alerted us when credit lines of Abundio Perez were changed to show my husband's name and our address but Abundio's line of credit and telephone numbers. I concluded, during the litigation, that even accounts which contained identifying information of my husband and I would not trigger an alert from credit monitoring products. My family stopped buying credit monitoring products.

11. When I purchased credit monitoring products, I mistakenly believed that the products could monitor credit information for some types of fraud. There is a type of fraudulent activity when an identity thief attempts to open an account in your name. This is sometimes called "true name" fraud. Another type of fraud is called "account takeover" fraud. This name is used when an identity thief changes the information on your account so that account statements are sent to the thief. In this manner, the thief hopes that you will not learn of the change of address or the status of the account. I thought that some forms of identity theft such as these could be discovered by those from whom I purchased credit monitoring. Now I no longer think that every instance of even these types of theft can be detected by credit monitoring products.

12. We directed our attorney team to appeal the decision by the California court in the case against Experian and its subsidiary. We have been very disappointed and frustrated that

we could not get documents we requested from Experian or discovery responses from them about their product.

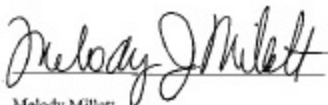
13. I reviewed documents from a department store that listed an account with my husband's Social Security number. We obtained these documents in discovery. As times, the balance on this account was thousands of dollars. This account was being used during the time we purchased credit monitoring. The balance on this account was, at times, higher than the balance we maintained on the single line of credit we had from another store.

14. I have reviewed a document provided to us in litigation by Defendant. The document indicates that Defendant tracked which computer I used to access their computers or their web sites. A computer has an "IP address". This "IP address" can be recorded and the information about it stored. Defendant, according to the record they provide us in litigation, did this. This document shows that I accessed the information about Defendant from several computers. It also shows that my debit card was used to make payments. It shows that I could not purchase a product from Defendant because my information could not be verified.

15. During litigation, we learned that the FHA had a home loan associated with my husband's Social Security number. We had been denied an FHA first time home buyer loan but we did not know why at that time.

16. One of the reasons we purchased credit monitoring was because my husband and I believed that any future use of our personal identification information by Mr. Perez or anyone else would cause an alert.

Signed, this 29 day of October, 2007.

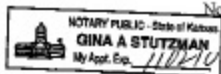


Melody Millett

Signed before me, a notary public, this 29 day of October, 2007.



Notary Public



My commission expires: